

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.

Dated: June 29, 2010



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RANDOLPH J. HAINES
U.S. Bankruptcy Judge

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10-14452

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

IN RE:

David William Sambell and Svetlana Toun

Debtors.

Wells Fargo Bank, N.A.

Movant,

vs.

David William Sambell and Svetlana Toun,
Debtors, Maureen Gaughan, Trustee.

Respondents.

No. 2:10-BK-16127-RJH

Chapter 7

ORDER

(Related to Docket #9)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated July 19, 2007 and recorded in the office of the
3 MARICOPA County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Svetlana
4 Toun has an interest in, further described as:

5 LOT 32, OF AMENDED PLAT OF PLAYA DEL REY, ACCORDING TO THE PLAT OF
6 RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY,
7 ARIZONA, RECORDED IN BOOK 414 OF MAPS, PAGE 23 AND AFFIDAVITS OF
CORRECTION RECORDED AS 96-740247 AND AS 96-886352, BOTH OF OFFICIAL
RECORDS

8 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
14 to which the Debtor may convert.
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